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No. 235

IN THE

Supreme Court of the United States

APRIL TERM, 1967

LUNIE LATTIMER,

Appellant,

vs.

AMERICAN PLAN CORPORATION AND CRYSTAL CLEAR, INC.,

Appellee.

MOTION FOR DISMISSAL BY APPELLEE

ROBERT PRESTON,
50 South Third Street,
Columbus, Ohio,
and
JOHN E. PALCICH,
10 East Town Street,
Columbus, Ohio,
Counsel for Appellees,

LEONARD P. HENDERSON
265½ South High Street,
Columbus, Ohio,
Counsel for Appellant.

MIDWEST LAW PRINTERS AND PUBLISHERS, INC., Columbus, Ohio 43216

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MOTION FOR DISMISSAL

Appellee in the above entitled case moves to dismiss on the grounds that Appellant does not come within the provisions for appeal to this Honorable Court as provided by Title 28, United States Code Section 1257 (1), (2) which are as follows:

"(1) By appeal, where is drawn in question the validity of a treaty or statute of the United States and the decision is against its validity.

(2) By appeal, where is drawn in question the validity of a statute of any state on the ground of its being repugnant to the Constitution, treaties or laws of the United States, and the decision is in favor of its validity.

Nowhere in Appellant's brief does he contend a denial of the rights as prescribed by the above quoted portions of the United States Code. Thus, any possible review by this

Court by appeal of this case under the present statute is impossible. Appellant has selected the improper means of

The only possible grounds for review by this Court would be under certiorari as prescribed in Title 28, United States Code Section 1257 (3). However, Appellee submits that even this method is forbidden to the Appellant. Appellant's claim of denial of full faith and credit does not raise even a colorable federal or constitutional question in this case. Appellant cites Article IV, Section 4, Section 1 of the Constitution of the United States as the basis for his first claim. However, this case Appellant has clearly misconstrued the purpose of the full faith and credit clause as this Court, in interpreting the full faith and credit clause, *Haddock v. Haddock*, [illegible] recognizes that valid judgments rendered in foreign states be given effect when presented in another state. [illegible] decision has [illegible] by this Honorable Court [illegible] to include foreign divorce decrees [illegible] a situation in which both parties [illegible] *Haddock v. Haddock*, supra. In the present case [illegible] only state with an interest in the [illegible] Appellant [illegible]

sion in another state. Such an assumption is essential to the existence of our present legal system.

As to Appellant's second and third claims, there is no pretense of grounds for review by appeal as mentioned. Nowhere in his brief does Appellant raise a federal claim as to his second and third assignments of error. The questions were rightly decided by the courts below, and are not subject to review.

For these reasons, Appellee respectfully requests that Appellant's appeal be denied in this instance.

Respectfully submitted,

ROBINS & PRESTON

By Robert C. Preston, Of Counsel